

# EXHIBIT A

## Mediated Settlement Terms

MEDIATED SETTLEMENT TERMS: JUNE 19, 2018

1. Option term to close and fund shortened to October 31, 2018.
2. Dr. Lo pays in full Engy Group creditors, Amex, Gao and Killough.
3. Bellon pays Bill Walker and gets Bill Walker to provide a release to Engy/ESWCP within 60 days.
4. If Bellon exercises option per par. 1 above, and closes and funds, then liability under the \$1,050,000 note is waived. If Bellon does not exercise option, then terms of the existing \$1,050,000 remain.
5. The total amount due at closing for all past due Mowery rent (everything do under the lease) is \$166,000. No other amounts are due under the lease. Upon closing and funding ESWCP will pay all future amounts that will become due under the lease as originally signed.
6. If option is exercised Bellon will (i) pay the option price shown and the SWCP debt amount shown on the attached Exhibit A whether the actual amount of the debt is higher or lower and with no adjustments; and (ii) close and fund no later than the last day of the month in which the option is exercised. Upon exercising the option, the money will be placed in the mediator's trust account. Upon closing, 100% of the option price and the SWCP debt amount shall be paid to Dr. Lo who shall simultaneously be required to obtain a release of all liens on ESWCP including the Green Bank liens.
7. The option can only be exercised once. If it is exercised and Bellon fails to close and fund as provided for herein, the option expires.
8. Bellon must support the Engy Group bankruptcy plan.
9. Dr. Lo and the Engy Group must support Bellon's bankruptcy plan.
10. Dr. Lo, Bellon and the Engy Group confirm that releases previously agreed to remain in effect.
11. If the option is exercised and Bellon closes and funds, then liability of ESWCP for the DIP Loan is waived.

12. Dr. Lo agrees to provide draft closing documents to Bellon on or before July 15, 2018.
13. In the event that Bellon does not close and fund the option by October 31, 2018:
  - (a) Dr. Lo shall immediately deliver to Bellon the \$1,050,000 note marked paid in full; and (b) Bellon automatically conveys his 13% interest in ESWCP to Dr. Lo. Thereafter, Bellon shall have no interest in or rights to ESWCP.

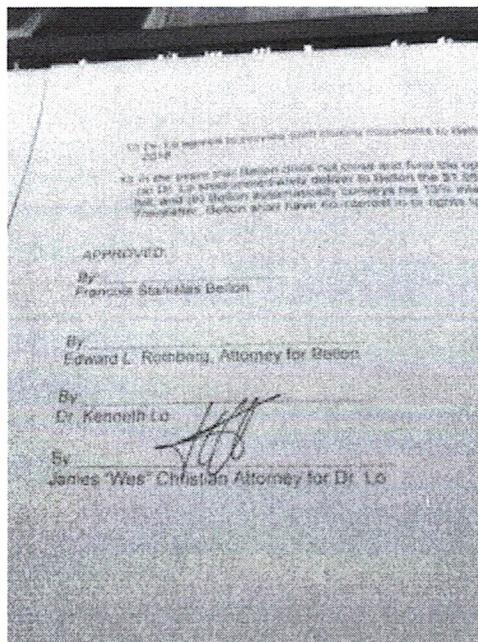
APPROVED:

By: \_\_\_\_\_  
Francois Stanislas Bellon

By: \_\_\_\_\_  
Edward L. Rothberg, Attorney for Bellon

By: Kenneth Lo  
Dr. Kenneth Lo

By: \_\_\_\_\_  
James "Wes" Christian Attorney for Dr. Lo



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APPROVED:

By:

Francois Stanislas Bellon

By:

Edward L. Rothberg, Attorney for Bellon

By:

Dr. Kenneth Lo

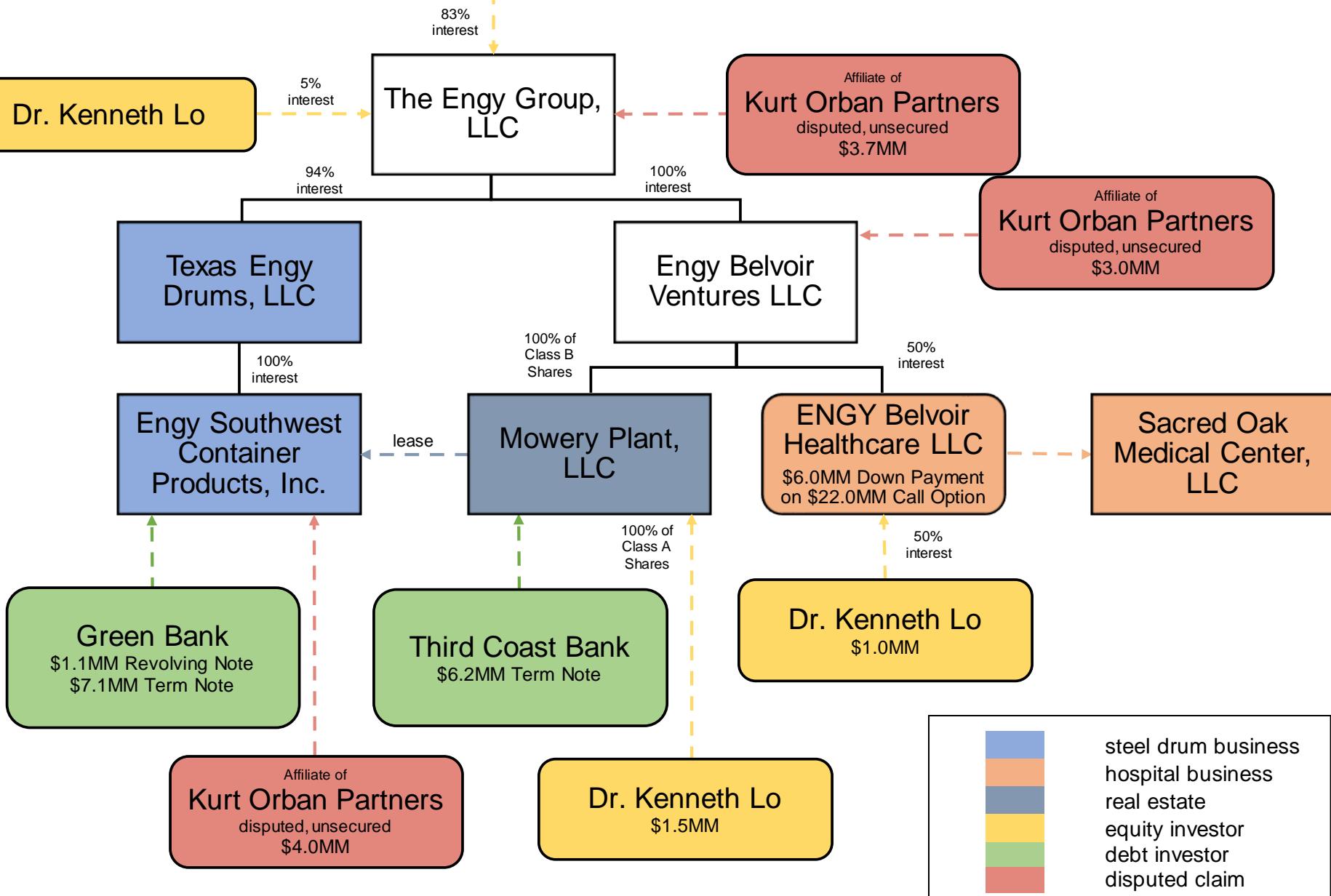
By:

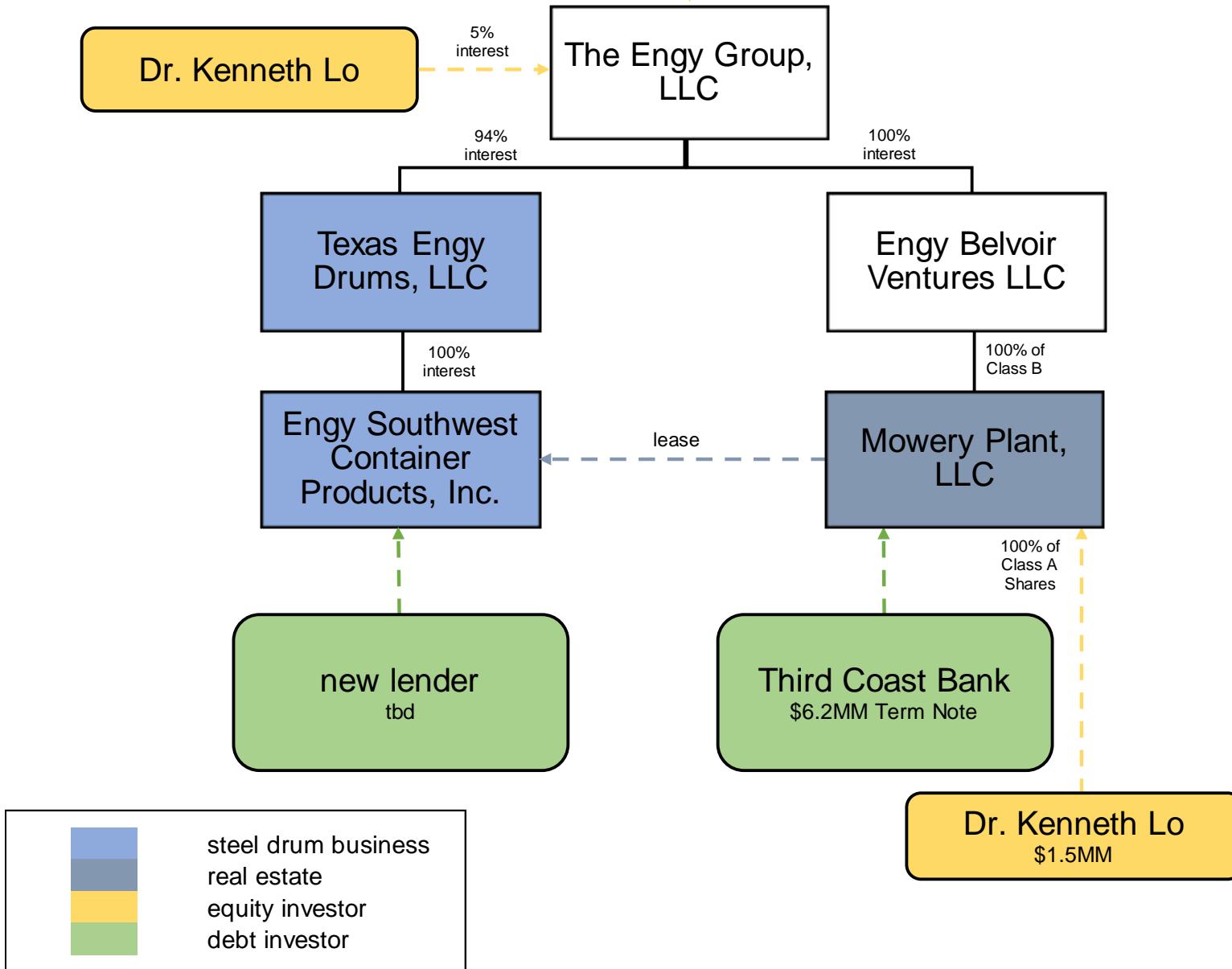
James "Wes" Christian Attorney for Dr. Lo

# EXHIBIT B

## Engy Organizational Chart

## Francois-Stanislas Bellon





# EXHIBIT C

## Amended and Restated Term Sheet

**AMENDED AND RESTATED  
BINDING TERM SHEET FOR SETTLEMENT OF CLAIMS BY AND AGAINST  
KURT ORBAN PARTNERS, SOUTHWEST CONTAINER PRODUCTS LLC AND  
MATT ORBAN; FRANCOIS STANISLAS BELLON; DR. KENNETH LO; AND THE  
ENGY GROUP LLC AND ITS SUBSIDIARIES AND AFFILIATES**

January 31, 2018

This Amended and Restated Binding Term Sheet ("Amended Term Sheet") relates to a proposed settlement of all claims asserted by or against the following persons and entities, in connection with the Engy Group Case and the Bellon Case (each as defined below):

Kurt Orban Partners ("Partners"), Matt Orban ("Orban"), SWCP, LLC f/k/a Southwest Container Products LLC ("Southwest") and each of their respective subsidiaries, affiliates, members, managers, officers and directors (all such persons and entities, collectively with Partners, Orban and Southwest being referred to as "SWCP LLC");

Francois Stanislas Bellon ("Bellon");

Dr. and Mrs. Kenneth Lo ("Dr. Lo");

The Engy Group LLC ("Engy Group");

Engy Southwest Container Products, Inc. ("ESWCP");

Texas Engy Drum LLC ("Drums");

Engy Belvoir Ventures LLC ("Ventures");

Engy Belvoir Healthcare LLC ("Healthcare"); and

Mowery Plant LLC ("Mowery").

The above persons and entities shall collectively be referred to as the "Parties."

Bellon's chapter 11 case is pending under Case No. 17-34923 (the "Bellon Case") and The Engy Group's chapter 11 case is pending under Case No. 17-34848 (the "Engy Group Case"), each in the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (together, the "Chapter 11 Cases").

WHEREAS, on October 27, 2017, the Bankruptcy Court in the Chapter 11 Cases entered its *Order Approving Engy Group LLC's Expedited Motion Under 11 U.S.C. §105(a) and 363, Bankruptcy Rules 6004 and 9019 and Local Rule 9013-1 for Approval of Binding Term Sheet for Settlement* (Doc. 73) (the "Settlement Order"), which approved the Binding Term Sheet attached thereto (the "Original Term Sheet"); and

WHEREAS, a default occurred under the Original Term Sheet when the payment of \$3.0 million to SWCP LLC due on December 15, 2017 was not made (as described on page 4 of the Original Term Sheet); and

WHEREAS, pursuant to paragraph 6 on page 6 of the Original Term Sheet, as a result of the defaults described above, SWCP LLC was entitled to take possession of the Equity Collateral and the KOP Collateralization (each as defined in the Original Term Sheet); and

WHEREAS, the Parties have been negotiating an amended and restated settlement in lieu of an exercise of remedies under the Original Term Sheet; and

WHEREAS, Dr. Lo purchased the Green Bank Debt (as defined in the Original Term Sheet) such that Green Bank is no longer a party to the Chapter 11 Cases;

NOW THEREFORE, the Parties hereby enter into this Amended Term Sheet which substitutes in full for the Original Term Sheet.

**Settlement Terms Between Dr. Lo and Bellon**

1. Bellon transfers 100% of his interest in the Engy Group to Dr. Lo.
2. All DIP Loans made by Mowery to Engy Group are hereby assumed by ESWCP.
3. Drums is dissolved and all ownership in ESWCP is transferred to the Engy Group. The minority shareholders in Drums will receive the following interests in ESWCP.
  - a. Cenk Ozdogan - .5%
  - b. Suresh Kumar - .5%
  - c. Volkan Guzel - .5%
  - d. Javier Gudino - .5%
4. The Engy Group transfers a 13% interest in ESWCP to Bellon.
5. Bellon executes a non-recourse, non-interest bearing promissory note to Dr. Lo containing the following terms:
  - a. Amount: \$1,050,000
  - b. Interest Rate: zero

- c. Maturity: One year from the date this Amended Term Sheet is approved by the Bankruptcy Court.
- d. Collateral: The note is to be secured by a pledge of the 13% interest in ESWCP.
- e. Payments: No payments are due on the note until maturity.
- f. Default: If the note is not paid in full by the maturity date, Dr. Lo's sole remedy is foreclosure of the 13% interest in ESWCP.

6. Bellon is granted an option to purchase all of the interest in ESWCP owned by Engy Group or Dr. Lo, whether preferred, common, or otherwise on the following terms and conditions:

- a. Term: One year from the date the Bankruptcy Court enters an order approving this Amended Term Sheet.
- b. Price: The price depends on the month in which Bellon elects to exercise the option. Attached hereto as Exhibit A is the price for each month from February 2018 through January 2019.
- c. ESWCP Debt: Bellon must refinance or repay in full all debt of ESWCP upon which Dr. Lo is liable as shown on the attached Exhibit A. The estimated balance of the ESWCP debt is shown on Exhibit A. For the avoidance of doubt, ESWCP Debt excludes debt of any affiliates, such as Mowery Plant, LLC and the Engy Group.
- d. ESWCP Equity Raise: Dr. Lo agrees that any new equity issued in ESWCP will be subject to the option set forth in this paragraph.
- e. Disposition of ESWCP Before Expiration of the Option Period. Dr. Lo agrees that he will not sell ESWCP or its assets during the option term, or foreclose, unless the procedures set out below are followed. Any such disposition including foreclosure is subject to the following terms and conditions:
  - i. Dr. Lo cannot sell ESWCP or any of its assets or foreclose for a period of ninety (90) days from the date this Amended Term Sheet is approved by the Bankruptcy Court.
  - ii. If Dr. Lo decides to sell ESWCP or any of its assets or foreclose before expiration of the option term, he will give Bellon notice of such a decision within forty-eight (48) hours after such decision is made.

- iii. Dr. Lo shall provide Bellon with information regarding any entity interested in purchasing ESWCP or its assets.
- iv. Upon receipt, Dr. Lo must provide Bellon with copies of any offers, expressions of interest, letters of intent, or similar communications relating to the sale of ESWCP or its assets.
- v. Upon receipt of a formal bona fide offer to purchase ESWCP or its assets, Bellon shall have forty-five (45) days to match the offer. If the bona fide offer is from an unrelated third party and includes a provision for non-refundable earnest money, Bellon, within ten (10) business days of receipt of the bona fide offer, must post a non-refundable earnest money deposit equal to the amount posted by the third party.
- vi. If Dr. Lo decides to foreclose, Bellon shall have forty-five (45) days to purchase the assets at the foreclosure sale by paying off in full the Green Bank Debt purchased by Dr. Lo.

f. Unpaid Rent due Mowery: If Bellon exercises this option, ESWCP shall remain liable for any unpaid rent due to Mowery Plant, LLC.

7. Bellon and ESWCP shall enter into an employment agreement containing the following terms:

- a. Salary: \$1,000 per month unless Dr. Lo elects the option in subparagraph (f) below.
- b. Health Insurance: ESWCP shall provide Bellon with health insurance at no cost to Bellon.
- c. Life Insurance: Subject to subparagraph (e), ESWCP shall continue to pay Bellon's life insurance premiums.
- d. Car Allowance: Subject to subparagraph (e), ESWCP shall continue to provide Bellon with a car.
- e. Cap: The Life Insurance and Car Allowance referred to in subparagraphs (c) and (d) shall be capped at \$1,000 per month; provided however, that if this \$1,000 per month is insufficient to cover Life Insurance, ESWCP shall still make the Life Insurance payment and Bellon will reimburse ESWCP for the difference. ESWCP may cancel the life insurance if Bellon does not reimburse ESWCP for the difference within ten (10) business days of the date the premium payment is due.

- f. Salary Adjustment: Dr. Lo shall have the option to eliminate payments for the Life Insurance and the Car Allowance if he increases Bellon's salary to \$2,000 per month.
- g. Office: ESWCP shall provide Bellon an office at ESWCP.
- h. Books and Records: Bellon shall have full and complete access to all books, records and financial information, financial forecasts, budgets, Board presentations, tax returns, audits, appraisals, contracts, leases, lender presentations and investor presentations of ESWCP.

8. Bellon, for himself and the entities directly and indirectly controlled by him, disclaims any interest in: a) Mowery and b) Healthcare.

**Settlement Terms Between Dr. Lo, the Engy Group, Mowery, ESWCP, Drums, Ventures, Healthcare and SWCP LLC**

9. Upon Bankruptcy Court approval of this Amended Term Sheet, Healthcare shall (A) assign and transfer to SWCP LLC or its assigns all right, title and interest in and to: (i) that certain Commercial Contract Improved Property between Healthcare and 11500 Space Center LLC, dated November 17, 2016, as amended on April 28, 2017, and as it thereafter may have been amended or modified from time to time; and (ii) 12.5% of Healthcare's ownership interest in Sacred Oak Medical Center, LLC ("Sacred Oak") and (B) assign and transfer to Dr. Lo or his assigns all right, title and interest in and to 7.5% of Healthcare's ownership interest in Sacred Oak. The Parties shall promptly take all such individual and corporate actions as may be required to implement the provisions of this Amended Term Sheet (including but not limited to corporate resolutions consistent with the terms hereof), and Healthcare shall promptly be dissolved after the transactions in this paragraph 9 have been consummated.

10. No later than February 28, 2018, SWCP LLC shall be removed as a guarantor under, and released from, any and all obligations and liabilities of any and all owing to, Third Coast Bank.

11. If SWCP LLC is not released from the Third Coast Bank obligations as set forth immediately above by February 28, 2018, Dr. Lo shall indemnify SWCP LLC with respect to any and all such obligations and liability thereunder until such time as SWCP LLC has been fully and finally released. If SWCP LLC is not released from the Third Coast Bank obligations by February 28, 2018, Dr. Lo shall use continuing good faith efforts to obtain such release.

12. Upon approval of this Amended Term Sheet by the Bankruptcy Court, SWCP LLC shall be deemed released from (i) the Green Bank Debt purchased by Dr. Lo, (ii) any lease guarantees that may be in existence and (iii) any and all other obligations or liabilities of any kind owing or alleged to be owed to Engy Group, Mowery, ESWCP, Ventures, Healthcare, Dr. Lo, Bellon and each of their respective members, officers, directors, subsidiaries and affiliates, *but not including* the obligations under the Third Coast Bank debt, which are governed by paragraphs 10 and 11 hereof. Dr. Lo, Bellon, Engy Group, Mowery, ESWCP, Ventures and Healthcare shall execute, or cause to be executed, such documents as may reasonably be requested by SWCP LLC to evidence the releases set forth in this paragraph.

### **General Provisions**

13. Bellon represents and warrants that upon completion of the transactions set forth in this Amended Term Sheet the ownership of ESWCP is as follows: 13% Bellon, 10% Filemon Lopez, 2% Paul McKelvy, 2% Isidro Salazar, Cenk Ozdogan .5%, Suresh Kumar .5%, Volkan Guzel.5%, Javier Gudino 0.5%, 71% Engy Group or Dr. Lo. If any other entity claims any ownership in ESWPC, such ownership shall be deducted from the interest owned by Bellon. Dr. Lo and Bellon agree to use best efforts to enter an agreement prior to February 28, 2018, with Lopez, McKelvy, Salazar, Ozdogan, Kumar, Guzel, Gudino, Bellon, and Dr. Lo to agree that the ESWCP equity ownership described in this paragraph shall supersede all prior agreements,

whether oral or written, subject to the approval of this Amended Term Sheet by the Bankruptcy Court.

14. Dr. Lo represents and warrants that he will remain current on his existing debt to Green Bank, and that he will notify Bellon if his debt to Green Bank goes into default.

15. Except for the obligations sets forth in this Amended Term Sheet and the claims of the professionals retained in the Chapter 11 Cases, upon consummation of the transactions set forth herein (unless otherwise set forth herein), the Parties, and each of their respective attorneys, advisors, professionals, officers, directors, members, subsidiaries, affiliates and shareholders shall be deemed to have mutually released each other from any and all claims, rights, interests and causes of action from the beginning of time until the date of consummation of the transactions contemplated hereby. Further, each Party covenants and agrees not to sue or institute litigation against any other Party for any claims, causes of action, obligations, etc. released by this Amended Term Sheet; provided, however, that each Party retains the right to seek enforcement of this Amended Term Sheet against each other Party.

16. This Amended Term Sheet is a complete substitution for the Original Term Sheet.

17. This Amended Term Sheet is subject to approval of the Bankruptcy Court. The Parties shall use their best efforts to have this Amended Term Sheet approved at the hearing in the Chapter 11 Cases which is currently scheduled for February 8, 2018.

18. The Chapter 11 Cases shall remain open and pending until the transactions contemplated hereby have been fully consummated, except for the release of SWCP LLC from the Third Coast Bank debt. For purposes of this paragraph and paragraph 19, the option transaction contemplated in paragraph 6 will be considered to be completed upon the date the option is granted to Bellon rather than at the end of the option period.

19. Upon full consummation of the transactions set forth in this Amended Term Sheet, Southwest shall dismiss Adversary Proceeding No. 17-3372 with prejudice.

20. Engy and Bellon agree, affirm and confirm that the corporate and capital structure set forth on the corporate structure chart attached as Exhibit B is accurate and true and correct as of the date of this Amended Term Sheet, and no other persons or entities own, hold or control any equity interests in any of the entities set forth therein.

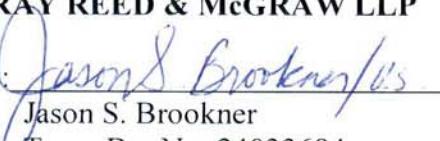
21. The Parties shall each execute such other and further documents evidencing the transfers and other corporate actions set forth herein, and do such other things, as may be necessary, appropriate, or reasonably requested by any other Party, to carry out the provisions and intent of this Amended Term Sheet.

22. The Parties to this Amended Term Sheet agree that they shall not make to any other person or entity, for any reason, any oral or written statements which are disparaging, derogatory, or otherwise directly or indirectly impugns any of the Parties to this Amended Term Sheet, or any of such Parties' business or employment practices or personal matters.

23. This Amended Term Sheet shall be binding on each Party's successors and assigns

24. Each Party is duly authorized to enter into this Amended Term Sheet and be bound hereby, subject only to Bankruptcy Court approval for Bellon and Engy Group.

**AGREED:**

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Matt Orban

**SWCP, LLC (f/k/a Southwest Container  
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By: \_\_\_\_\_

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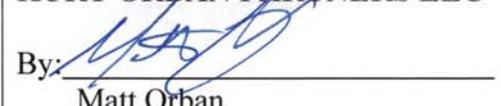
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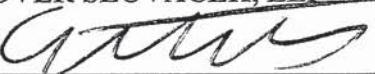
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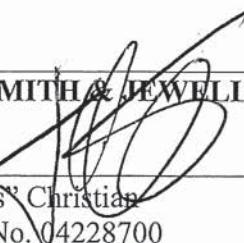
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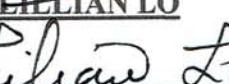
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By: \_\_\_\_\_

Francois Stanislas Bellon

<p><b>CHRISTIAN SMITH &amp; JEWELL, LLP</b></p> <p>By:  James "Wes" Christian Texas Bar No. 04228700 2302 Fannin, Suite 500 Houston, Texas 77002 Telephone: (713) 659-7617 Facsimile: (713) 659-7641 Email: <a href="mailto:jchristian@csj-law.com">jchristian@csj-law.com</a></p> <p><b>COUNSEL TO DR. AND MRS. LO</b></p> <p><b><u>DR. KENNETH LO</u></b></p> <p>By: _____ Kenneth Lo</p> <p><b><u>MRS. LILLIAN LO</u></b></p> <p>By: _____ Lillian Lo</p>	<p><b>ENGY SOUTHWEST CONTAINER PRODUCTS, INC.</b> A Texas Corporation</p> <p>By: <b>Filemon Lopez, CEO and Director</b></p> <p>_____</p> <p>DATE: _____</p> <p>By: <b>Francois Stanislas Bellon, COO and Director</b></p> <p>_____</p> <p>DATE: _____</p> <p><b>TEXAS ENGY DRUMS, LLC</b> A Texas Limited Liability Company</p> <p>By: <b>The Engy Group, LLC, managing member</b></p> <p>By: <b>Francois-Stanislas Bellon, managing member</b></p> <p>_____</p> <p>DATE: _____</p>
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**CHRISTIAN SMITH & JEWELL, LLP**

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**COUNSEL TO DR. AND MRS. LO**

**DR. KENNETH LO**

By: \_\_\_\_\_

Kenneth Lo

**MRS. LILLIAN LO**

By: \_\_\_\_\_

Lillian Lo

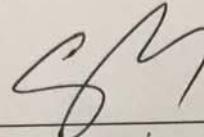
**ENGY SOUTHWEST CONTAINER  
PRODUCTS, INC.**

A Texas Corporation

By: **Filemon Lopez, CEO and Director**

\_\_\_\_\_  
DATE: \_\_\_\_\_

By: **Francois Stanislas Bellon, COO and  
Director**

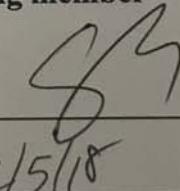


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DATE: 2/5/18

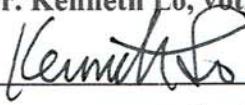
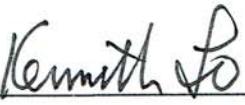
**TEXAS ENGY DRUMS, LLC**  
A Texas Limited Liability Company

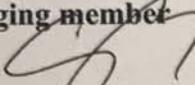
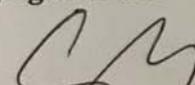
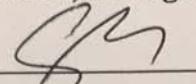
By: **The Engy Group, LLC, managing  
member**

By: **Francois-Stanislas Bellon,  
managing member**

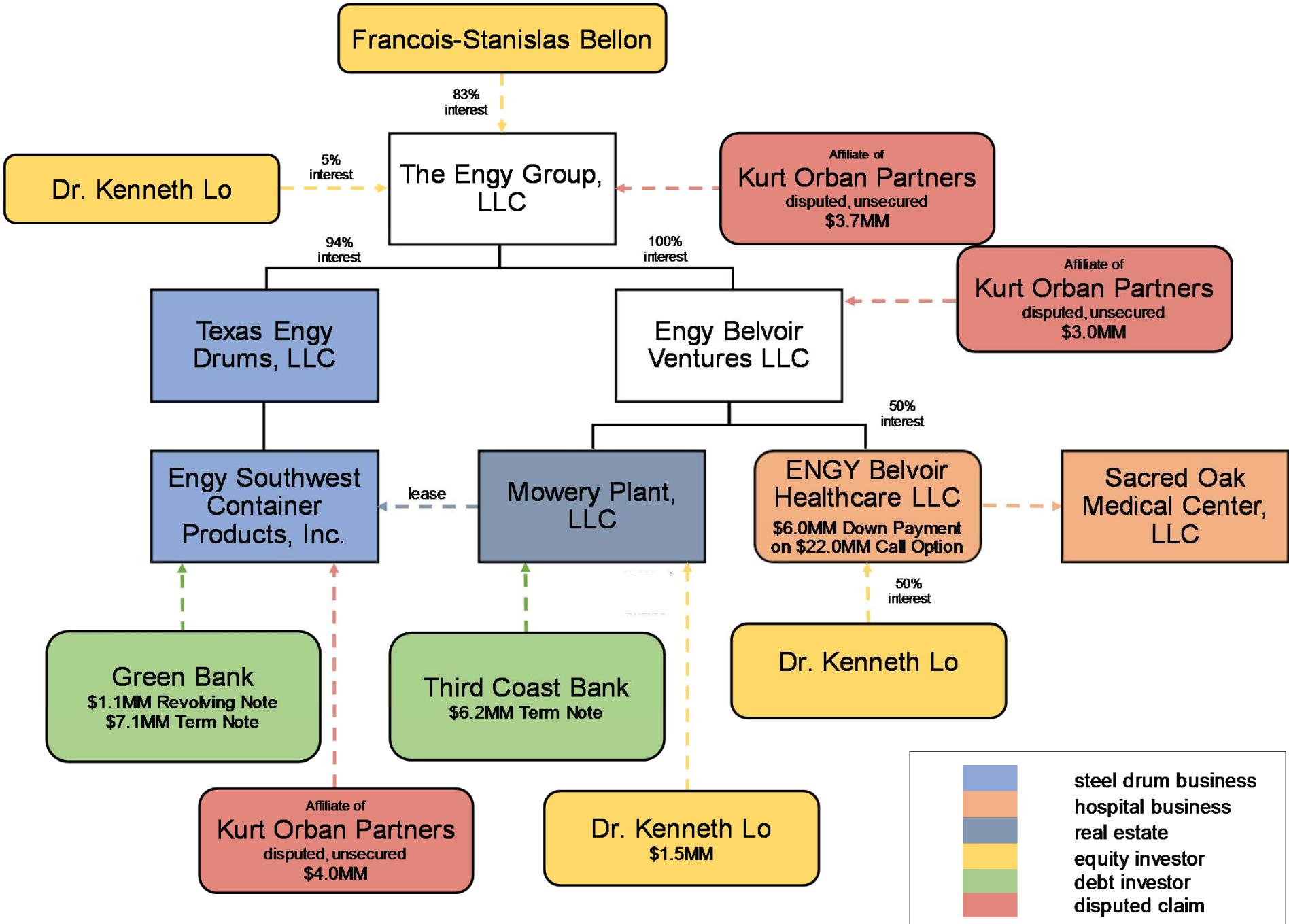


\_\_\_\_\_  
DATE: 2/5/18

<p><b>ENGY BELVOIR HEALTHCARE, LLC,</b> A Texas Limited Liability Company</p> <p>By: Engy Belvoir Ventures, LLC, voting member</p> <p>By: The Engy Group, LLC, sole member</p> <p>By: Francois-Stanislas Bellon, managing member</p>	<p><b>MOWERY PLANT, LLC</b> A Texas Limited Liability Company</p> <p>By: Engy Belvoir Ventures, LLC, member</p> <p>By: The Engy Group, LLC, sole member</p> <p>By: Francois-Stanislas Bellon, managing member</p>
<p>DATE: _____</p> <p>By: Dr. Kenneth Lo, voting member  _____ DATE: <u>2/1/2018</u></p> <p><b>ENGY BELVOIR VENTURES, LLC</b> A Texas Limited Liability Company</p> <p>By: The Engy Group, LLC, sole member</p> <p>By: Francois-Stanislas Bellon, managing member</p> <p>_____ DATE: _____</p>	<p>DATE: _____</p> <p>By: Dr. Kenneth Lo, manager and member  _____ DATE: <u>2/1/2018</u></p>

<p><b>ENGY BELVOIR HEALTHCARE, LLC, A Texas Limited Liability Company</b></p> <p>By: Engy Belvoir Ventures, LLC, voting member</p> <p>By: The Engy Group, LLC, sole member</p> <p>By: Francois-Stanislas Bellon, managing member</p>  <p>DATE: <u>2/5/18</u></p> <p>By: Dr. Kenneth Lo, voting member</p> <p>DATE: _____</p> <p><b>ENGY BELVOIR VENTURES, LLC A Texas Limited Liability Company</b></p> <p>By: The Engy Group, LLC, sole member</p> <p>By: Francois-Stanislas Bellon, managing member</p>  <p>DATE: <u>2/5/18</u></p>	<p><b>MOWERY PLANT, LLC</b> A Texas Limited Liability Company</p> <p>By: Engy Belvoir Ventures, LLC, member</p> <p>By: The Engy Group, LLC, sole member</p> <p>By: Francois-Stanislas Bellon, managing member</p>  <p>DATE: <u>2/5/18</u></p> <p>By: Dr. Kenneth Lo, manager and member</p> <p>DATE: _____</p>
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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan 19
<b>Buyout Price (\$000's)</b>													
Lo Contributions Current Balance	5,750	5,750	6,410	6,759	7,579	8,268	8,570	9,233	9,648	10,032	10,504	10,917	11,343
New Contributions - Phase 2	454	454	126	91	437	33	57	45	-	-	-	-	-
New Contributions - Working Capital	63	63	560	63	63	392	63	63	138	63	63	63	63
Ending Lo Balance bf Return	5,750	6,266	6,599	7,410	8,079	8,364	9,019	9,340	9,710	10,170	10,566	10,979	11,405
30% Monthly Guaranteed Return	144	160	169	189	207	214	308	322	334	350	364	378	378
<b>40% Lo Balance after Return</b>	<b>5,750</b>	<b>6,410</b>	<b>6,759</b>	<b>7,579</b>	<b>8,268</b>	<b>8,570</b>	<b>9,233</b>	<b>9,648</b>	<b>10,032</b>	<b>10,504</b>	<b>10,917</b>	<b>11,343</b>	<b>11,784</b>
SWCP Debt	9,914	10,040	10,131	10,569	10,601	10,658	10,703	10,703	10,526	10,349	10,172	9,993	9,993
<b>Buyout Price after Return</b>	<b>16,324</b>	<b>16,799</b>	<b>17,710</b>	<b>18,837</b>	<b>19,172</b>	<b>19,891</b>	<b>20,351</b>	<b>20,735</b>	<b>21,030</b>	<b>21,266</b>	<b>21,515</b>	<b>21,776</b>	



# EXHIBIT D

## Proposed Plan of Ballot

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

THE ENGY GROUP, LLC, § Case No. 17-34848  
§  
Debtor. § (Chapter 11)  
§

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In re:

FRANCOIS STANISLAS BELLON, § Case No. 17-34923  
§  
Debtor. § (Chapter 11)  
§

**BALLOT FOR ACCEPTING OR REJECTING PLAN FILED BY AND ON BEHALF OF**  
**FRANCOIS STANISLAS BELLON**

On June 20, 2018 the Debtor, Francois Stanislas Bellon (“Bellon”) filed his Combined Plan of Reorganization and Disclosure Statement (the “Plan”) [Docket #\_\_\_\_]. The Court has entered an Order conditionally approving the Disclosure Statement [Docket #\_\_\_\_] and authorizing Bellon to proceed with the solicitation of votes with respect to the Plan. The Combined Plan and Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Combined Plan and Disclosure Statement, you may obtain a copy from Edward L. Rothberg, Hoover Slovacek LLP, Galleria Tower II, 5051 Westheimer, Suite 1200, Houston, Texas 77056, whose telephone number is (713) 977-8686 and whose telecopy number is (713) 977-5395. Court conditional approval of the Combined Plan and Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Combined Plan and Disclosure Statement before you vote. You may wish to seek legal advice concerning treatment under the Plan. If your ballot is not received by Edward L. Rothberg, Hoover Slovacek LLP, Galleria Tower II, 5051 Westheimer, Suite 1200, Houston, Texas 77056 (facsimile 713-977-5395) on or before July\_\_\_\_, 2018 at 5:00 p.m. (Central Time), your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

**ACCEPTANCE OR REJECTION OF PLAN**

The undersigned, an **unsecured creditor** [Class 3- Unsecured Guaranty Claims] in the unpaid principal amount of \$\_\_\_\_\_,

[Check One]

accepts the Plan (including  
agreement to Preference Offset,  
as applicable).  rejects the Plan.

The undersigned, an **unsecured creditor** [**Class 4- Allowed Unsecured Claims Not Otherwise Classified**] in the unpaid principal amount of \$\_\_\_\_\_,

[Check One]  
 accepts the Plan.  rejects the Plan.

DATED: \_\_\_\_\_, 2018

Company Name:\_\_\_\_\_

Signature:\_\_\_\_\_  
(Title, if any)

Print or type Name:\_\_\_\_\_  
Address:\_\_\_\_\_

**TO HAVE YOUR VOTE UNDER THE CHAPTER 11 PLAN COUNT, YOU MUST FILL OUT AND MAIL, FAX, OR EMAIL A COPY OF THE BALLOT TO COUNSEL FOR THE DEBTOR, EDWARD L. ROTHBERG c/o HOOVER SLOVACEK LLP, GALLERIA TOWER II, 5051 WESTHEIMER, SUITE 1200, HOUSTON, TEXAS 77056, FAX NO. 713-977-5395 OR EMAIL TO BALLOT@HOOVERSLOVACEK.COM. IF YOUR BALLOT IS NOT RECEIVED BY DEBTOR'S COUNSEL ON OR BEFORE JULY , 2018 AT 5:00 P.M. (CENTRAL TIME), YOUR BALLOT WILL NOT BE COUNTED AS A VOTE UNDER THE PLAN. IF YOUR CLAIM IS NOT IMPAIRED UNDER THE PLAN, YOU ARE NOT ELIGIBLE TO VOTE AND YOUR VOTE WILL NOT BE COUNTED.**

# EXHIBIT E

## Liquidation Analysis

Stanislas Francois Bellon -- Liquidation Analysis  
 Case No. 17-34923

Assets:	Current FMV	Liquidation Value	
Cash	58,706.24	58,706.24	100%
Real Property*	1,000,000.00	900,000.00	90%
Non-exempt personal property**	100,000.00	100,000.00	100%
Avoidable transfers ***	40,000,000.00	24,000,000.00	60%
<b>Total Fair Market Value</b>	<b>41,158,706.24</b>		
<b>Total Liquidation Value</b>		<b>25,058,706.24</b>	

Creditor Payout according to Priority under 507	Claim Amount	Amount Paid	Percentage Recovery
Chapter 7 Administrative Costs****	1,000,000.00	1,000,000.00	100%
Chapter 11 Administrative Costs	60,650.00	60,650	100%
Class 2 IRS and other priority	150,000.00	150,000	100%
Class 3 Guaranty Claims	6,091,271.00	6,091,271.00	100%
Class 4 (General Unsecured Claims)	1,229,625.08	1,229,625	100%
Surplus		8,531,546	

\*The real property is located in Mexico. Debtor estimates a 10% reduction in value to pay commissions and transaction costs.

\*\* This is the Abraham Thomas Promissory Note

\*\*\* Prior to bankruptcy, Bellon transferred \$40 million in Sodexo stock to his brother. The brother has agreed to fund the plan payments so there is no need to pursue the avoidance action if the plan is approved. If the plan is not approved and the case is converted to Chapter 7, a Chapter 7 Trustee would have to hire contingency fee counsel estimated to be 40% to pursue the brother who resides in Mexico.

The amount of the reocvery may also vary depending on flucutation in the Sodexo stock price. Finally, there can be no assurance when, if or how much of amount will ever be recovered.

\*\*\*\* Estimated Chapter 7 trustee's sliding commission scale and estimated attorneys fees.